

GENERAL TAKE-UP AGREEMENT

(the “Take-up Agreement”)

BETWEEN:

(I) **EUROPEAN ENERGY EXCHANGE AG**

having its registered office at:

Augustusplatz 9, 04109 Leipzig, Germany (hereunder referred to as “**EEX AG**”)

and

(II) _____

Having its registered office at:

(hereunder referred to as “_____”
”; together the “**Parties**” and each a “**Party**”).

WHEREAS:

A. EEX AG is the operating company of European Energy Exchange (“EEX”) which is an exchange regulated under the German Exchange Act (Börsengesetz). EEX AG as such operates exchange trading and an OTC Clearing Facility by which it offers to exchange clearable OTC contracts for corresponding EEX contracts.

B. _____ is a trading participant admitted at EEX with the member ID: _____ which is using the service of BROKER to register clearable OTC contracts at EEX.

C. BROKERS are trading participants admitted at EEX with the member IDs: _____, which arrange inter alia trades in OTC contracts and operate a trading platform for the purpose of arranging trades OTC contracts.

D. The Parties acknowledge that the current standard process regarding the take-up of transactions entered by a BROKER can be summarised as follows:

1. The Broker sends email containing trade details (buyer, seller, price, contract and quantity) in a standard format to EEX Market Supervision.
2. EEX Market Supervision enters the trade into the trading system and prepares give-ups of the buy and sell side for the respective counterparties. EEX Market Supervision sends a confirmation email to the counterparties and the broker, which includes screenshots of the trade details. Buyer, seller and broker have to confirm the correctness of the screenshots within 30 minutes via Email.
3. After such confirmation is received by EEX Market Supervision the take-ups will be completed on behalf of buyer and seller.

E. In deviation of the current standard process as described under C. _____ intends to give power of attorney to the staff members of the Market Supervision of EEX in order to complete the take-up transactions which have been entered into the trading system of EEX by the broker without the previous confirmation of such take-up as described in C. 2.

Now therefore EEX AG and _____ hereby agree as follows:

1. _____ hereby gives power of attorney to the staff members of the Market Supervision department of EEX to exercise take-ups transactions on behalf of _____ which have been registered by BROKER regarding the product codes G9B1, G9B2, G9B3, G9B4, G9B5, G9BM, G9BQ, G9BS, G9BY (NBP products; products not tradable yet are underlined) waiving a previous confirmation of the transaction before such take-up. Other products or on behalf transactions not specifically mentioned in this agreement are not affected by this power of attorney.

2. Following take-up details will be used:
 Open/Close parameter: C
 Account: _____
 Text: _____

3. The Market Supervision department of EEX shall perform take-ups of transactions under this power of attorney without a previous confirmation of the transaction by _____.

4. EEX is neither able to check the transactions taken up under this power of attorney for correctness nor to modify such transactions and will therefore not take any liability for any damage caused in relation to the exercise of this power of attorney.

5. _____ is responsible to check the transaction that has been taken up according to this power of attorney for correctness and to make adjustments to such transactions if necessary.

6. This Take-up Agreement comes into force on the date of signature and may be terminated at any time by written notice to the other Party upon receipt of such termination notice.

For European Energy Exchange AG:	For
Date	Date
Place	Place
Signatures	Signatures